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STATE OF ARIZONA  
CITIZENS CLEAN ELECTIONS COMMISSION

In the Matter of:

Case No. MUR 04-0080

**SETTLEMENT AGREEMENT**

Ed Ableser

Respondent

Pursuant to A.R.S. § 16-957(A), the Citizens Clean Elections Commission (“Commission”) and Ed Ableser (hereinafter “Respondent”), a participating candidate for State Representative District 17, agree to enter into a public administrative settlement of this matter in the manner described below:

1. The Commission finds that the Respondent unintentionally and unknowingly violated the following provisions of the Citizens Clean Elections Act (“Act”) or Commission rules:

2. On January 15, 2004, a supporter of Respondent, Shari Casteel, paid \$111.24 for “food and drink supplies” for the campaign. Respondent reimbursed Ms. Casteel upon receipt of an invoice for the purchased goods on January 19, 2004. Until reimbursed, such payment constituted an in-kind contribution in excess of the \$110.00 individual early contribution limitation, in violation of A.R.S. § 16-945(A)(1).

3. On March 12, 2004, Jack Shaw and Monika Shaw paid \$534.88 for “blue tassels and PVC sleeves for campaign handouts” for the campaign. Jack Shaw and Monika Shaw are Respondent’s step-father and mother, respectively, and thus such payment constitutes a “family contribution” pursuant to A.R.S. § 16-901(10) and an expenditure of “personal monies” pursuant

1 to A.R.S. § 16-901(18). Respondent reimbursed Jack Shaw and Monika Shaw upon receipt of an  
2 invoice for the purchased goods on March 25, 2004. Until reimbursed, such payment constituted  
3 an in-kind contribution in excess of the individual early contribution limit, in violation of A.R.S.  
4 § 16-945(A)(1); in excess of the aggregate early contribution limit, in violation of A.R.S. § 16-  
5 945(A)(2); and in excess of the personal monies limit, in violation of A.R.S. § 16-941(A)(2).

6 4. On November 1, 2004, Greg Ableser paid \$517.16 for purchases from Costco for  
7 “food and drinks for campaign volunteer party.” On November 2, 2004, Greg Ableser paid a total  
8 of \$601.06 for four separate purchases in the amounts of \$147.93 to Discount Party, \$302.08 to  
9 Costco, \$22.00 to Fry’s, and \$129.05 to Smart and Final, all constituting “food and drinks for  
10 campaign volunteer party.” Greg Ableser is Respondent’s father and thus such payments  
11 constitute “family contributions” pursuant to A.R.S. § 16-901(10) and expenditures of “personal  
12 monies” pursuant to A.R.S. § 16-901(18). Respondent reimbursed Greg Ableser upon receipt of  
13 an invoice for the purchased goods on November 2, 2004 in the amount of \$1,118.22. Until  
14 reimbursed, such payments constituted in-kind contributions in excess of the individual early  
15 contribution limit, in violation of A.R.S. § 16-945(A)(1); in excess of the aggregate early  
16 contribution limit, in violation of A.R.S. § 16-945(A)(2); in excess of the personal monies limit,  
17 in violation of A.R.S. § 16-941(A)(2); and were made outside of the exploratory and qualifying  
18 period where candidates may accept contributions, in violation of A.R.S. §16-945(B).

19 5. On October 30, October 31, and November 1, 2004, Respondent received  
20 contributions in the aggregate amount of \$512.75 from Jack Shaw and Monika Shaw, who paid  
21 for “supplies for volunteer party.” Jack Shaw and Monika Shaw are Respondent’s step-father and  
22 mother, respectively, and thus such payments constitute “family contributions” pursuant to A.R.S.  
23 § 16-901(10) and expenditures of “personal monies” pursuant to A.R.S. § 16-901(18).  
24 Respondent reimbursed Jack Shaw and Monika Shaw upon receipt of an invoice for the  
25 purchased goods on November 2, 2004. Until reimbursed, such payments constituted in-kind  
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1 contributions in excess of the individual early contribution limit, in violation of A.R.S. § 16-  
2 945(A)(1); in excess of the aggregate early contribution limit, in violation of A.R.S. § 16-  
3 945(A)(2); in excess of the personal monies limit, in violation of A.R.S. § 16-941(A)(2); and  
4 were made outside of the exploratory and qualifying period where candidates may accept  
5 contributions, in violation of A.R.S. §16-945(B).

6 6. Respondent stipulates that he did not knowingly violate the Act or Commission  
7 rules.

8 7. Respondent waives any right he may have under A.R.S. § 41-1092, including the  
9 right to a hearing or appeal in this matter, and agrees with the Commission to an informal  
10 settlement of this matter.

11  
12 WHEREFORE, the Commission enters the following orders in lieu of any other action  
13 regarding this matter:

14 8. Respondent agrees to pay to the Commission, within 30 days of the date of this  
15 Settlement Agreement, a civil penalty in the amount of \$1,566.03, which is the sum of the  
16 reimbursements for expenditures that were not reported on the same day the expenditures were  
17 made.

18 9. Respondent acknowledges that the Commission has the authority to fine  
19 Respondent ten times the amount by which expenditures exceeded the applicable limits pursuant  
20 to A.R.S. §16-942(B), which is \$22,770.90.

21 10. The Commission declines to impose the maximum penalty based on the following  
22 reasons:

- 23 • Respondent cooperated fully with the audit, investigation and resolution of this  
24 matter;
- 25 • Absence of prior enforcement action before the Commission

- Respondent made a good faith effort to comply with the Act and attended a Commission-sponsored training class on November 12, 2003; and
- Respondent did not seek or gain an advantage from the violations outlined above because at all relevant times his campaign had adequate funds to make the payments directly from his campaign account.

11. Payments shall be made by check or money order payable to the Citizens Clean Elections Fund and delivered to the Citizens Clean Elections Commission, 1616 W. Adams, Suite 110, Phoenix, Arizona, 85007.

12. The Commission shall not commence any legal action against the Respondent to collect the civil penalty as long as Respondent is not in default.

13. Respondent agrees he shall be in default of this Agreement in the event any of the following conditions exist:

- a. Respondent fails to make full payment in paragraph 9 above within five (5) days after the due date of said payment; or
- b. Respondent files a petition under the bankruptcy laws or any creditors of Respondent files any petition under said laws against Respondent.

14. The Commission may waive any condition of default without waiving any other condition of default and without waiving its rights to full, timely future performance of the conditions waived.

15. No delay, omission or failure by the Commission to exercise any right or power hereunder shall be construed to be a waiver or consent of any breach of any of the terms of this Agreement by Respondent.

16. A default by Respondent to this Agreement will make the total balance of \$22,770.90, as set out by the potential penalty in this matter, due, to include applicable penalties, costs, fees and/or accrued interest, at the legal rate of ten percent (10%) per annum pursuant to

1 A.R.S. §44-1201(A), commencing 30 (thirty) days from the entry of this Agreement.

2 17. In the event Respondent breaches the terms of this agreement and legal action is  
3 necessary to enforce collection, Respondent understands and agrees that the Commission shall be  
4 entitled to costs and reasonable attorneys' fees of thirty-five percent (35%) of the unpaid balance  
5 of the amount set out in paragraph 9 as authorized by A.R.S. §41-191.03.

6 18. This agreement shall be construed under the laws of the State of Arizona.  
7 Respondent agrees that the Arizona Superior Court or appropriate Justice Court in the City of  
8 Phoenix, County of Maricopa, or State of Arizona has subject matter jurisdiction and venue.

9 19. This Agreement shall be made public.

10 20. In the event that any paragraph or provision hereof shall be ruled unenforceable,  
11 all other provisions hereof shall be unaffected thereby.

12 21. This agreement shall not be modified or amended except in a writing signed by  
13 both parties hereto.

14 Accordingly, the Commission orders that all proceedings commenced by the Commission  
15 be terminated and the matter be closed upon payment of the civil penalty. This agreement is  
16 subject to final approval by the Commission during its meeting on December 14, 2005.

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Dated this \_\_\_\_ day of December, 2005

By \_\_\_\_\_  
Todd F. Lang

By \_\_\_\_\_  
Ed Ableser

Original filed this \_\_\_\_ day  
Of December, 2005, with:

Genevra Richardson  
Campaign Finance Manager  
Citizens Clean Elections Commission  
1616 West Adams, Suite 110  
Phoenix, Arizona 85012

Copy of the foregoing sent via  
Federal Express this \_\_\_\_ day of  
December, 2005, to:

Eric Peterson, Esq.  
Quarles & Brady Streich Lang LLP  
One Renaissance Square  
Two North Central Avenue  
Phoenix, Arizona 85004-2391  
Attorney for Respondent

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